

SAMUEL HOUSTON v. ARMY FLEET SERVICES, LLC
DEPOSITION OF ROBERT WHITNEY

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26 (Pages 98 to 101)

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1 the government funds are called direct.
 2 Those are considered not overhead. But
 3 associated with the mission such as supply,
 4 clerical support, are considered indirect and
 5 are funded separately from the government or
 6 funded differently from the government.
 7 Q. Okay. That's an accounting term, really, I
 8 guess.
 9 A. Yes, sir.
 10 Q. I understand the effective date. The
 11 location, colon, inactive department, slash,
 12 Don. What does that mean?
 13 A. I'm sorry. Where -- where are you looking?
 14 Q. I'm in the second line. It says effective
 15 date 3/14/05.
 16 A. Yes, sir, the inactive department. All
 17 inactive employees were assigned to Donnell,
 18 which is the location of HR. And that was
 19 nothing more than, once again, an accounting
 20 mechanism. When a person stays out 30 days
 21 or greater, you cannot put a person in that
 22 slot if there's already a person in it. You
 23 had to physically move them out into HR into

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1 a department called Department 40.
 2 Q. Do persons in Department 40 have a
 3 supervisor?
 4 A. No, sir. They have their old supervisor.
 5 Once again, this is -- this is an old
 6 mainframe program that did not allow for
 7 multiple options.
 8 Q. So they were classified into an inactive
 9 department at Donley (sic), but they still
 10 had their old supervisor.
 11 A. Yes, sir, Donnell.
 12 Q. Whomever that would have been. As I look
 13 down the form on the left underneath the
 14 hours, I see the word "termination," colon,
 15 and the letter S. What does the letter S
 16 mean?
 17 A. The letter S means inactive status,
 18 extended -- extended benefits.
 19 Q. Okay. Extended benefits.
 20 A. Yes, sir. Reinstatement rights.
 21 Q. Yeah.
 22 A. If it were termination code C, it means
 23 voluntary quit. You came in and you left.

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1 If it was termination code F, it means all
 2 provisions had been severed.
 3 Q. And I noticed it says the reason for change
 4 is nine. Does that stand for involuntary
 5 termination?
 6 A. Yes, sir.
 7 Q. All right.
 8 A. Once again, it's generic code for archaic
 9 language. This whole program has been gutted
 10 and completely replaced. We were
 11 dissatisfied with it from the day AFS came on
 12 board.
 13 Q. All right. Who is this that signed as
 14 department head, R --
 15 A. I can't read that writing, sir. It would
 16 have -- I'm sorry.
 17 Q. Yeah, I was going to ask you if you could
 18 tell me --
 19 A. It would -- it would have been the manager,
 20 whichever manager at the field would have
 21 out-processed him to ensure that he turned in
 22 the keys or access to ATTC, especially ATTC.
 23 Q. So this form and this information was entered

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1 at what location, at over in Daleville or
 2 somewhere else?
 3 A. HR, Donnell.
 4 Q. And that's in Daleville?
 5 A. Yes, sir.
 6 Q. At that shopping center you were referring
 7 to?
 8 A. Yes, sir.
 9 Q. All right. Is it the department head there
 10 that would have signed this?
 11 A. No, sir.
 12 Q. Okay. So where would this department head,
 13 R, whatever it is, I can't make it out --
 14 where would they have been located?
 15 A. Well, it would have been a person from ATTC,
 16 the one who would have received his supplies,
 17 tool crib, badge, his permits, anything that
 18 would have given him access to ATTC.
 19 ATTC is one of the only classified areas
 20 on the contract. I'm sorry if I'm speaking
 21 too fast. You must be on the access roster
 22 and you must have a need to know or need to
 23 be in that area. The items that they work on

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1 are classified.
2 Q. Is this a form that Mr. Houston would have
3 had to have physically taken over to ATTC to
4 get signed?
5 A. Yes, sir.
6 Q. So at some point, after this form was
7 completed by Ms. Westrick, would he have then
8 taken this form to have it completed?
9 A. Yes, sir.
10 Q. And this form would have been generated at
11 Donley?
12 A. Donnell, yes, sir.
13 Q. Donnell, Donnell. And then I notice down at
14 the bottom there are various departments in
15 personnel and initials on those. Are those
16 additional places that Mr. Houston would have
17 had to have taken this form and get signed
18 off? For example, if he'd cleared supply and
19 the tool crib and --
20 A. Yes, sir.
21 Q. And turned in his badge and so on; is that
22 correct?
23 A. Yes, sir.

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1 Q. On Plaintiff's #9, could you tell me what
2 this document is? It's titled Personnel
3 Action.
4 A. Yes, sir. At the very, very bottom, you see
5 the number 2-12. That's the name of the
6 document. It is a personnel action. This
7 document is used to record any changes in
8 status, and it goes basically through all the
9 primary fields that an employee's record
10 would have with the exception of insurance.
11 And that's the next form that you saw.
12 Q. Well, let's go ahead and put it in as
13 Plaintiff's #10.
14 A. Yes, sir.
15 Q. So you stated to me that these forms were
16 generated simultaneously. And I notice at
17 the top of the form, I see Army Fleet Support
18 Personnel Action, 3/15/05, which I presume is
19 the date. Is 10:04 the time the form was
20 generated?
21 A. The 10:04 would either be the time the form
22 was generated or the time it was processed.
23 Once again, these are -- this is an archaic

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1 MR. JACOBS: I'd like to mark this as
2 #10.
3 COURT REPORTER: Should be #9.
4 MR. JACOBS: #9? Okay. I thought the
5 last one was #9.
6 MS. GRAVELINE: You need to take a
7 break to catch that call?
8 MR. JACOBS: I'm just about finished
9 so --
10 THE WITNESS: I do apologize for this.
11 (Brief recess)
12 Q. Let me ask you if this page goes with that
13 page. I couldn't quite determine the way
14 they were given to me, or are those two
15 separate documents?
16 A. Okay. These are two separate documents.
17 Q. Well, then, we'll just handle them
18 separately.
19 A. And please bear with me. They're two
20 separate documents because they're two
21 separate transactions, but they happened
22 simultaneously. I'm thankful every day that
23 we came off the mainframe.

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1 mainframe program that -- that I've given my
2 life's effort to forget because you had to
3 memorize all the codes. You had to go in and
4 do a line-by-line. It was an old DOS
5 program. But you would literally go from
6 this screen (indicating) which you would do
7 all your transactions, and then you would go
8 to the next screen (indicating). Each one is
9 processed separately, but when you go,
10 they -- they pretty much happen
11 simultaneously.
12 Q. Okay. If I could direct you to Plaintiff #9,
13 which is the form that has the most writing
14 on it.
15 A. Yes, sir.
16 Q. Now, I understand most of that, I think. On
17 the reason for action, that's followed by the
18 letters LMB. What does LMB stand for?
19 A. Lisa someone Beasley. I don't know her
20 middle name.
21 Q. That's an individual?
22 A. Yes, sir.
23 Q. And I believe we may have discovered the

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1 mysterious signature on the previous
2 exhibit. It indicates the supervisor is
3 named Reddick?
4 A. Okay.
5 Q. Do you remember any individual named Reddick,
6 Mr. or Ms. Reddick? It says Reddick, RD.
7 A. I can only say I'm almost positive I know who
8 that is, Mr. Reddick. There was a
9 Mr. Reddick or there is a Mr. Reddick at
10 ATTC. I've not dealt with ATTC in over a
11 year except for on security issues.
12 Q. But that person that you can recall is a
13 supervisor at ATTC?
14 A. No, I recall a Mr. Reddick. I don't remember
15 his position.
16 Q. Okay. As I look down the form toward the
17 bottom, I notice several notations regarding
18 OPT DEP INS colon A. Is that something to do
19 with insurance?
20 A. Optional dependent insurance was selected as
21 Level A. His vision plan, he selected Level
22 2. Dependent health insurance was denied --
23 or declined actually. Bond deduction amount

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1 was zeroed out. Dependent dental, he did
2 select whatever Level 9 was. And once again,
3 these are all codes which --
4 Q. Codes.
5 A. -- went into or reflected a level of
6 selection.
7 Q. These are all indications of some type of
8 insurance that he would have had?
9 A. Yes, sir.
10 Q. Or not had as the case might be?
11 A. Yes, sir.
12 Q. And on the second form that was generated
13 simultaneously, I notice at the lower part of
14 that, some of that same terminology and
15 indication. So that's just repetitious; is
16 that correct? And I'm not trying to ask you
17 to say it's exactly the same, but I see the
18 OPT DEP INS colon D?
19 A. Yes, sir. And what that means, once again,
20 when a -- when a person is having a status
21 change, they will go through this screen.
22 But the benefits won't be affected from this
23 screen. They'll be affected from this screen

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1 (indicating). So when you do this form
2 first, it shows that he had optional
3 dependent insurance at Level A, vision plan
4 Level 2. Under here, it says optional
5 dependent insurance declined. Vision plan
6 was zeroed. So in other words, it was not
7 elected or not offered, whichever. The codes
8 don't allow for that, but the D is declined.
9 Q. And who was Ed Brown?
10 A. Mr. Ed Brown is at that time and is
11 currently -- was at that time and is
12 currently the manager of Human Resources.
13 Q. And Darlene Sanders?
14 A. Darlene Sanders is the same as Darlene
15 Waylan. She was at that time the director of
16 Human Resources and is now the director of
17 employee readiness.
18 MR. JACOBS: That's all I have today.
19 MS. GRAVELINE: Just have a few
20 followups.
21 EXAMINATION
22 BY MS. GRAVELINE:
23 Q. Mr. Whitney?

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1 A. Yes, ma'am.
2 Q. Does AFS know whether Mr. Houston had a
3 physical or mental impairment that
4 significantly limited any major life
5 activity?
6 A. No, ma'am, no significant impairment of a
7 major life activity has been identified by
8 Mr. Houston in any way.
9 Q. Okay. And also, is there any possibility
10 that Mr. Houston could have been reclassified
11 as an aircraft scheduler?
12 A. Not without circumventing the CBA or getting
13 buy-off from the union as to an exception.
14 Q. Is AFS at least willing to consider options
15 on how to approach the union about putting
16 him into that position had he followed
17 through with his obligations to submit a
18 reclassification form?
19 A. Since Mr. Houston had not applied for any
20 position, AFS would have had nothing to bring
21 to the union. We -- had we been able to,
22 anything we would have done at that time
23 would have had to have involved an agreement

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1 outside of the current CBA.
 2 MS. GRAVELINE: That's all I have.
 3 (The deposition concluded
 4 at 11:40 a.m.)
 5 *****
 6 FURTHER DEPONENT SAITH NOT
 7 *****
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1 SIGNATURE OF WITNESS
 2 I, ROBERT ALFRED WHITNEY, hereby certify
 3 that I have read the transcript of my deposition
 4 consisting of pages 4 through 110, and except for
 5 the corrections listed below, certify that it is
 6 a true and correct transcription.
 7
 8

ROBERT ALFRED WHITNEY

9
 10 SWORN TO AND SUBSCRIBED before me
 11 this ____ day of ____, 2007.
 12

13 NOTARY PUBLIC
 14

15 Page Line Correction and reason therefor
 16
 17
 18
 19
 20
 21
 22
 23

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1 REPORTER'S CERTIFICATE
 2 STATE OF ALABAMA
 3 MONTGOMERY COUNTY
 4 I, Sherry L. Mack, Court Reporter and
 5 Commissioner for the State of Alabama at Large,
 6 hereby certify that on Wednesday, February 21,
 7 2007, I reported the deposition of ROBERT ALFRED
 8 WHITNEY, who was first duly sworn or affirmed to
 9 speak the truth in the matter of the foregoing
 10 cause, and that pages 4 through 110 contain a
 11 true and accurate transcription of the
 12 examination of said witness by counsel for the
 13 parties set out herein.
 14 I further certify that I am neither of kin
 15 nor of counsel to any of the parties to said
 16 cause, nor in any manner interested in the
 17 results thereof.
 18 This 2nd day of March, 2007.
 19
 20

SHERRY MACK, COURT REPORTER
 Commissioner For the State
 of Alabama at Large

MY COMMISSION EXPIRES: 1/06/08

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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

SAMUEL HOUSTON,

Plaintiff,

v.

ARMY FLEET SERVICES, LLC.,

Defendants.

Civil Action No.

CV 06-243-MEF

DEFENDANT ARMY FLEET SUPPORT, LLC'S RESPONSE TO PLAINTIFF'S
30(B)(6) DEPOSITION NOTICE

Defendant Army Fleet Services, LLC ("Fleet Services") responds to plaintiff's notice of deposition pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure as follows:

1. All facts or opinions bearing on the accuracy or inaccuracy of Defendant's denials in its Answer to the Amended Complaint, of the allegations of the following paragraphs of the Amended Complaint:

¶5, ¶6, ¶7, ¶8, ¶9, ¶10, ¶11, ¶12, ¶14, ¶15, ¶16, ¶17, ¶19, ¶21, ¶22, ¶23, ¶24, ¶25, ¶26, ¶27, ¶28, and ¶29

and the identity of and content of all documents constituting or memorializing each such fact or opinion.

RESPONSE: AFS objects to this topic as overly broad and unduly burdensome. Subject to and without waiving its objection, AFS will designate a witness to testify about the basis of its denials.

2. All facts or opinions bearing on the accuracy or inaccuracy of Defendant's responses to the Plaintiff's Request for Admissions; and, the identity of and content of all documents constituting or memorializing each such fact or opinion.

RESPONSE: AFS will designate a witness to testify about this topic.

3. All facts or opinions bearing on the accuracy or inaccuracy of Defendant's Affirmative Defenses; and, the identity of and content of all documents constituting or memorializing each such fact or opinion.

RESPONSE: AFS objects to this topic as overly broad, unduly burdensome and seeking documents or information protected by the attorney-client privilege and/or work product doctrine. Subject to and without waiving its objections, AFS will designate a witness to testify about the basis of its affirmative defenses and non-privileged documents memorializing such basis.

4. Defendant's alleged reasons for terminating Plaintiff, all facts or opinions bearing on the accuracy or inaccuracy each such alleged reason, and the identity of and content of all documents constituting or memorializing each such fact or opinion.

RESPONSE: AFS objects to this topic as overly broad and unduly burdensome. AFS further objects to this topic to the extent it assumes as fact that the plaintiff's employment with AFS has been terminated, which it has not. Subject to and without waiving the foregoing objection, AFS will designate a witness to testify about the reasons the plaintiff was placed on administrative leave of absence.

5. Defendant's investigation (if any) of its alleged reasons for terminating Plaintiff and the identity of and content of all documents constituting or memorializing such investigation.

RESPONSE: AFS objects to this topic to the extent it assumes as fact that the plaintiff's employment with AFS has been terminated, which it has not. AFS further objects to this topic because it is ambiguous in that it does not understand what is meant by the phrase "Defendant's

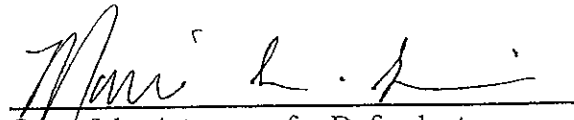
investigation (if any) of its alleged reasons for terminating Plaintiff." As AFS does not understand what is requested by this topic, it cannot designate a witness to testify.

6. The benefits that defendant has provided to its union employees since the time it terminated Mr. Houston's employment, the terms and value of all such benefits, and the identity of and content of all documents constituting or memorializing each such benefit.

RESPONSE: AFS objects to this topic to the extent it assumes as fact that the plaintiff's employment has been terminated, which it has not. AFS further objects to this topic because it is overly broad, unduly burdensome and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, AFS will designate a witness to testify about the benefits it has provided to the plaintiff during his employment with AFS, including during the period he has been on administrative leave of absence.

Unnumbered document request: Pursuant to Rule 30(b)(5), each person designated is to bring with him or her a copy of his or her current (or last available) job description, resume, and business card.

RESPONSE: AFS objects to this topic because it is overly broad, seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, AFS will produce the requested business card and job description.



One of the Attorneys for Defendant
Army Fleet Support, LLC

OF COUNSEL:

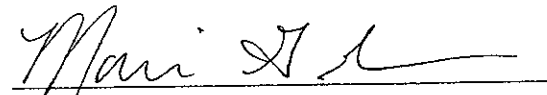
M. Jefferson Starling (STA062)
Monica G. Graveline (GRA100)
Brent T. Cobb (COB020)
BALCH & BINGHAM LLP
Post Office Box 306
Birmingham, AL 35201-0306

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the foregoing on all counsel of record by placing a copy of the same in the U.S. Mail, postage prepaid and addressed as follows:

Jimmy Jacobs(JAC051)
4137 Carmichael Road, Suite 100
Montgomery, Alabama 36106

This the 16th day of February, 2007.



Of Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

SAMUEL HOUSTON,

Plaintiff,

v.

ARMY FLEET SERVICES, LLC.,

Defendants.

Civil Action No.
CV 06-243-MEF

DEFENDANT'S RESPONSES TO PLAINTIFF'S REQUESTS FOR ADMISSIONS

Defendant Army Fleet Support, LLC responds to Plaintiff's Request for Admissions as follows:

REQUEST FOR ADMISSION NO. 1: Plaintiff is an individual with a disability for purposes of 42 U.S.C. 12102(2).

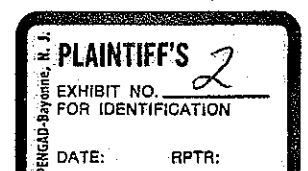
RESPONSE: Denied.

REQUEST FOR ADMISSION NO. 2: That all administrative prerequisites, if any, for the claims set forth in plaintiff's complaint have been satisfied.

RESPONSE: Admitted that plaintiff satisfied the administrative prerequisites for filing a claim pursuant to the Americans with Disabilities Act by filing a timely charge with the OFCCP and by filing his lawsuit within 90 days of receiving his right to sue letter from that agency. Except as expressly admitted, AFS denies Request No. 2.

REQUEST FOR ADMISSION NO. 3: That plaintiff's complaint is timely filed with regard to each of the claims for relief set forth therein.

RESPONSE: Admitted.



REQUEST FOR ADMISSION NO. 4: That defendant is an employer pursuant to 42 U.S.C. § 12111(5).

RESPONSE: Admitted.

REQUEST FOR ADMISSION NO. 5: That defendant employs and has employed during the period of plaintiff's employment more than 15 employees as defined by 42 U.S.C. § 12111(5)(a).

RESPONSE: Admitted.

REQUEST FOR ADMISSION NO. 6: That defendant employed during the relevant period more than 500 employees for purposes of 42 U.S.C. § 1981a(b)(3).

RESPONSE: Admitted.

REQUEST FOR ADMISSION NO. 7: That plaintiff notified defendant of his desire to return to work on at least one occasion before March 14, 2005.

RESPONSE: AFS admits the plaintiff advised it on at least one occasion prior to March 14, 2005, that he wished to return to work as an Aircraft Mechanic. Except as expressly admitted, AFS denies this request.

REQUEST FOR ADMISSION NO. 8: That at all times through September 1, 2004, plaintiff performed his duties in a satisfactory manner.

RESPONSE: AFS admits that the plaintiff generally was considered to have performed his duties in a satisfactory manner through September 1, 2004, but cannot admit that he did so at all times through September 1, 2004. Except as expressly admitted, AFS denies this request.

REQUEST FOR ADMISSION NO. 9: That defendant informed plaintiff on March 11, 2005 that he would be terminated from his aircraft mechanic position due to the physical restrictions noted on his return to work form.

RESPONSE: Denied.

REQUEST FOR ADMISSION NO. 10: That defendant did not offer to consider any accommodations that would permit the plaintiff to remain employed.

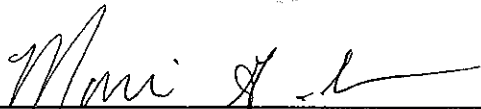
RESPONSE: Denied.

REQUEST FOR ADMISSION NO. 11: Reasonable accommodations were available that would have permitted plaintiff to perform the essential functions of his position as an aircraft mechanic.

RESPONSE: Denied. AFS was unaware of any reasonable accommodation that would have permitted plaintiff to perform the essential functions of the aircraft mechanic position.

REQUEST FOR ADMISSION NO. 12: Reasonable accommodations were available that would have permitted the plaintiff to transfer to another position with the defendant.

RESPONSE: Denied. Houston failed to submit a status change form, as required by the governing collective bargaining agreement, and was therefore ineligible for transfer. AFS cannot provide any further response to this Request because the plaintiff does not specifically identify the position or position(s) to which he contends a transfer would have been a reasonable accommodation.



One of the Attorneys for Defendant
Army Fleet Support, LLC

OF COUNSEL:

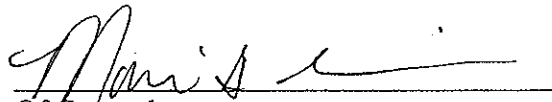
M. Jefferson Starling (STA062)
Monica G. Graveline (GRA100)
Brent T. Cobb (COB020)
BALCH & BINGHAM LLP
Post Office Box 306
Birmingham, AL 35201-0306

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the foregoing on all counsel of record by placing a copy of the same in the U.S. Mail, postage prepaid and addressed as follows:

Jimmy Jacobs(JAC051)
4137 Carmichael Road, Suite 100
Montgomery, Alabama 36106

This the 16th day of February, 2007.



Of Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

SAMUEL HOUSTON

Plaintiffs,

v.

ARMY FLEET SERVICES, L.L.C.

Defendants.

CIVIL ACTION NO.
1:06cv243-MEF

ANSWER

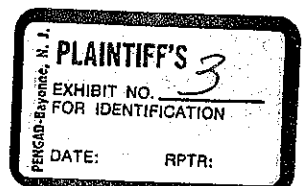
Defendant Army Fleet Services, L.L.C. ("AFS"), by and through its attorneys, and pursuant to the applicable Local Rules for the Middle District of Alabama and the Federal Rules of Civil Procedure, hereby files the instant Answer and Affirmative Defenses to the Complaint of Plaintiff Samuel Houston:

Nature of The Action

In response to the unnumbered paragraph entitled "Nature of the Action," AFS admits that Plaintiff purports to bring this action pursuant to the cited statutes, but denies that it has violated either statute or that Plaintiff is entitled to any relief whatsoever. Except as expressly admitted, AFS denies the unnumbered paragraph entitled "Nature of the Action."

Jurisdiction and Venue

1. Admitted that Plaintiff asserts that the Court has jurisdiction over this matter pursuant to the cited statutes. Except as expressly admitted, AFS denies the allegations in paragraph 1.



Parties

2. Admitted that Plaintiff is above the age of nineteen years. AFS is without sufficient knowledge to admit or deny the remaining allegations and therefore denies same.

3. Admitted.

Facts

4. Admitted that Plaintiff became employed by AFS. Except as expressly admitted, AFS denies the allegations of paragraph 4.

5. Admitted that Plaintiff advised AFS that his doctor had imposed physical restrictions that purported to prevent him from returning to work, that he began a short-term disability leave in September 2004, and that he had surgery on his back in November 2004. Except as expressly admitted, AFS denies the allegations of paragraph 5. Except as expressly admitted, AFS denies the allegations of paragraph 6.

6. Admitted that Plaintiff went to the human resources office on March 7, 2005.

6.(sic) In response to the second paragraph identified as paragraph 6 of Plaintiff's Complaint, AFS states that it is without information or knowledge sufficient to form a belief as to the truth of the allegations and therefore denies same.

7. Denied.

8. Denied.

9. Admitted that Plaintiff returned to AFS on March 15, 2005. Except as expressly admitted, AFS denies the allegations of paragraph 9.

10. Denied.

11. Admitted that Plaintiff was eventually denied unemployment benefits because his employment had not been terminated. Except as expressly admitted, AFS denies the allegations of paragraph 11.

12. Admitted.

COUNT ONE
(Americans with Disabilities Act/Retaliation)

13. AFS incorporates by reference as if fully set forth herein its responses to paragraph 1 through 12 of Plaintiff's Complaint.

14. Admitted that Plaintiff purports to bring Count One pursuant to 42 U.S.C. § 12101 et seq., but denied that AFS violated said statute or that Plaintiff is entitled to any relief whatsoever. Except as expressly admitted, AFS denies the allegations of paragraph 14.

15. Admitted.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

AFS denies Plaintiff is entitled to the relief requested in the unnumbered Prayer for Relief, or to any relief whatsoever. Except as expressly admitted, AFS denies the unnumbered Prayer for Relief paragraph.

COUNT TWO
(FMLA Interference)

20. AFS incorporates by reference as if fully set forth herein its responses to paragraph 1 through 19 of Plaintiff's Complaint.

21. Admitted that Plaintiff purports to bring Count One pursuant to 29 U.S.C. § 2611 et seq., but denied that AFS violated said statute or that Plaintiff is entitled to any relief whatsoever. Except as expressly admitted, AFS denies the allegations of paragraph 21.

22. Denied.

23. Admitted that AFS is an "employer" as defined in 29 U.S.C. 2611 (4)(A)(i).

Except as expressly admitted, AFS denies the allegations of paragraph 23.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

AFS denies Plaintiff is entitled to the relief requested in the unnumbered Prayer for Relief, or to any relief whatsoever. Except as expressly admitted, AFS denies the unnumbered Prayer for Relief paragraph.

FIRST AFFIRMATIVE DEFENSE

Some or all of the complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the applicable statutes of limitations.

THIRD AFFIRMATIVE DEFENSE

The plaintiff has failed to satisfy the administrative prerequisites, jurisdictional or otherwise, to maintaining some or all of the claims asserted.

FOURTH AFFIRMATIVE DEFENSE

The nature and scope of the plaintiff's complaint exceeds the scope of the charge filed with the EEOC.

FIFTH AFFIRMATIVE DEFENSE

AFS at all times acted in good faith and without discriminatory intent.

SIXTH AFFIRMATIVE DEFENSE

On information and belief, the plaintiff has failed to act reasonably to mitigate his damages.

SEVENTH AFFIRMATIVE DEFENSE

Some or all of the plaintiff's claims and/or relief sought are barred by the equitable doctrine of unclean hands, waiver and/or estoppel.

EIGHTH AFFIRMATIVE DEFENSE

AFS exercised reasonable care to prevent and correct promptly any discriminatory behavior in the workplace. The plaintiff unreasonably failed to take advantage of preventive or corrective opportunities provided by AFS or to avoid harm otherwise.

NINTH AFFIRMATIVE DEFENSE

Even if an improper or impermissible motive played any role in the challenged employment actions, the same actions would have been taken without regard to the improper or impermissible motive.

TENTH AFFIRMATIVE DEFENSE

An award of punitive or liquidated damages would violate the United States and Alabama constitutional protections from, including with limitation, excessive fines, cruel and unusual punishment, denial of due process, and denial of equal protection of the law.

ELEVENTH AFFIRMATIVE DEFENSE

The amount of any compensatory or punitive damages award is subject to the limitations set forth in 42 U.S.C. § 1981(a).

TWELFTH AFFIRMATIVE DEFENSE

AFS cannot be held liable for any punitive damages because any wrongful conduct was contrary to AFS's good faith efforts to comply with the law.

THIRTEENTH AFFIRMATIVE DEFENSE

AFS cannot be held liable for punitive damages because the employee or employees who committed the alleged discriminatory behavior were not employed in a managerial capacity such that their actions may be imputed to AFS.

FOURTEENTH AFFIRMATIVE DEFENSE

AFS denies all allegations not specifically admitted herein.

FIFTEENTH AFFIRMATIVE DEFENSE

Some or all accommodations claimed would have imposed undue hardship on AFS

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff did not comply with AFS's usual and customary notice and procedural requirements for requesting leave under its established FMLA policy.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff did not give notice of leave pursuant to the FMLA or its regulations.

EIGHTEENTH AFFIRMATIVE DEFENSE

In the alternative, to the extent Plaintiff gave notice of the need for leave, such notice was so vague it failed to reasonably and adequately appraise AFS of the need for leave based on an FMLA-qualifying reason.

NINETEENTH AFFIRMATIVE DEFENSE

AFS's actions with respect to Plaintiff were taken in good faith and on reasonable grounds for which it believed it was not in violation of the FMLA.

TWENTIETH AFFIRMATIVE DEFENSE

All of the decisions and/or actions challenged in the Complaint were undertaken for legitimate, nondiscriminatory, nonretaliatory, nonpretextual reasons. Alternatively, AFS's decisions and/or actions would have been undertaken even had Plaintiff not been an individual with a disability or taken FMLA leave.

TWENTY-FIRST AFFIRMATIVE DEFENSE

APCo states that it did not willfully or intentionally violate the FMLA.

TWENTY-SECOND AFFIRMATIVE DEFENSE

APCo at all times acted in good faith and without discriminatory intent.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiff has failed to act reasonably to mitigate his damages, if any.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Without admitting liability for any acts or omissions alleged in the Complaint, APCo asserts that any act or omission giving rise to this action were undertaken or made in good faith and that it had reasonable grounds for believing it was not in violation of the FMLA.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claim for liquidated damages are barred because AFS acted in good faith.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims, in whole or in part, may be preempted by the National Labor Relations Act, as amended.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiff failed to exhaust his administrative or other remedies.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Some or all of Plaintiff's claims may be barred by the doctrine of issue preclusion.

/s/ M. Jefferson Starling, III
One of the Attorneys for Defendant,
Army Fleet Services, L.L.C.

OF COUNSEL:

M. Jefferson Starling, III (STA062)
Brentley T. Cobb (COB020)
BALCH & BINGHAM LLP
Post Office Box 306
Birmingham, AL 35201-0306
Telephone: (205) 251-8100
Facsimile: (205) 226-8798

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and service will be perfected upon the following this the 6th day of April 2006.

Jimmy Jacobs
143 Eastern Boulevard
Montgomery, Alabama 36117

/s/ M. Jefferson Starling, III
Of Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

2006 MAR 15 P 2:00

SAMUEL HOUSTON

Plaintiff

v.

ARMY FLEET SERVICES, L.L.C.,

Defendant

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

CASE NUMBER 2:04-cv-

(JURY DEMAND)

COMPLAINT

NATURE OF THE ACTION

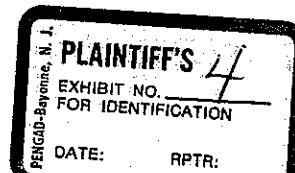
This is an action under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*; and violation of the Family and Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. § 2601, *et. seq.* to redress unlawful treatment of the plaintiff while he was employed by Army Fleet Services, L.L.C. ("Fleet Services" or "AFS").

JURISDICTION AND VENUE

1) Jurisdiction of this court is invoked over this action pursuant to 28 U.S.C. §§ 1331, 1343(a) (4), 1367(a); 42 U.S.C. §§ 12117(a); 29 U.S.C. § 2617; and 2000e-5(f). All actions alleged herein occurred while the plaintiff was employed by the defendant in Coffee County, Alabama.

PARTIES

2) The Plaintiff, Samuel Houston, is above the age of nineteen years and a resident of Walton County, Florida, at all times pertinent to this suit.



3) The Defendant, Army Fleet Services, L.L.C., is an entity doing business in the state of Alabama.

FACTS

4) Samuel Houston was initially hired to work as an aircraft mechanic at the Army Aviation Technical Test Center (ATTC) located at Cairns Army Air Field in February 2002 by Dyncorp Technical Services, LLC. Houston continued this employment with the defendant Army Fleet Services, L.L.C., when the defendant won the aircraft maintenance contract from the U. S. Army.

5) Houston was ordered by his physician to stay out of work after he suffered an injury to his back while doing chores at his home in August of 2004. Houston notified his supervisor that his doctor had imposed physical restrictions that prevented him from returning to work and he began a short-term disability leave in accordance with company policy on or about September 7, 2004. Houston subsequently had surgery on his back in November 2004.

6) Following a lengthy period of recuperation, Houston returned to the human resources office of AFS on March 7, 2005 with an authorization to return to work signed by Dr. Thomas Manski. The physician's return to work form stated that Houston was permanently restricted from lifting more than 25 pounds; climbing; standing more than one hour and 30 minutes; prolonged sitting (more than one hour and 30 minutes); and from bending at the waist to lift, pull, twist, or push to prevent reinjury to his lower back. The AFS human resources representative refused to accept Houston's return to work form because the

physician did not list a specific date for him to return to work, but did inform Houston that he would not be able to return to his job as an aircraft mechanic with the physical restrictions imposed by Dr. Manski. Houston discussed with the human resources representative the possibility of transferring to a position as an aircraft scheduler as an accommodation for his physical restrictions. He was informed that he would have to be able to type thirty words a minute to qualify for that position; to brush up on his typing skills; and, that he could apply to reclassify to the scheduler's position when he returned to human resources with his dated return to work slip.

6) Houston returned home to seek an appointment with his physician to obtain a dated return-to-work authorization. He also enrolled at the Jobs Plus center in Crestview, Florida to practice his typing skills in order to qualify for the controller's position and was able to successfully achieve the desired thirty words per minute typing rate.

7) Houston obtained a return-to-work authorization dated for March 3rd from Dr. Manski on March 10th and returned to the AFS human resources office on March 14, 2005. Houston had been informed on a visit to the human resources office on March 11, 2005 that he would be fired due to physical restrictions which had been listed on his initial return to work form. Houston reported to the AFS human resources office on March 14th to in-process from his short-term disability leave and was officially informed that he would be involuntarily terminated. When Houston asked about reclassifying to another position as an accommodation

of his physical disabilities, he was informed that he could not reclassify for another position until he was able to return to work in his job as an aircraft mechanic. This was impossible since his physical limitations permanently prevented him from returning to his job as an aircraft mechanic, Houston asked for the forms to request reclassification as an aircraft scheduler. He was refused the appropriate paperwork to request this accommodation.

8) Houston did receive forms that day from AFS to out-process from his employment at the Army Aviation Training Command work center which stated that he had been involuntarily terminated. Houston began the formal process of his separation from employment with the defendant.

9) Houston returned to AFS on March 15, 2005 to complete his out-processing and was given new paperwork which indicated that he was being administratively terminated from his job. He was told that he would have "call back" rights under the union bargaining agreement for his job as an aircraft mechanic. He was also informed that he could receive unemployment benefits due to his termination.

10) Houston unsuccessfully sought assistance from the EEO office at Eglin AFB, Florida, and the EEO and Inspector General's office at Fort Rucker, Alabama in an effort to redress the issue of his termination due to his physical disability.

11) Houston was eventually denied unemployment benefits when AFS claimed that he was not really terminated from his job as an aircraft mechanic, but

instead that he was laid off and subject to being called back to work in that position.

12) Houston pursued his complaint of disability discrimination through U. S. Department of Labor and the Office of Federal Contract Compliance, and was issued a notice

COUNT ONE
(Americans with Disabilities Act/Retaliation)

13) Plaintiff incorporates by reference each and every allegation contained in paragraphs one through twelve as if fully rewritten herein and further states:

14) Count One of this Complaint is brought pursuant to 42 U.S.C. § 12101 et seq.

15) The defendant, Army Fleet Services, L.L.C., is an entity in a business affecting commerce as defined in 42 U.S.C. § 12111(5) (A).

16) The Plaintiff is a qualified individual with a disability, or one who is perceived to have a disability, as defined in 42 U.S.C. § 12111(8), and who was an employee of the defendant at all times pertinent to this suit..

17) The Plaintiff was unlawfully discriminated against by the denial of accommodation for said disability, or perception thereof; and by his discharge from employment by the defendant Army Fleet Services, because of his disability, or perception thereof, and in retaliation for seeking said accommodations.

18) Fleet Services unlawfully retaliated against Houston for pursuing his

rights under the Americans with Disabilities Act following his termination from employment by interference with his right to qualify for and receive benefits earned and due him, and otherwise.

19) The actions of the Defendant in this denial of rights secured by law were committed intentionally and in reckless disregard for the law.

WHEREFORE, the plaintiff prays that Army Fleet Services, upon a trial by jury, be adjudicated to have violated the ADA; that he be awarded (i) appropriate damages to compensate him for any and all back pay and other benefits, including but not limited to reinstatement, promotions, transfers, and any other appropriate relief that the plaintiff has lost as a result of defendant's violation of the ADA; (ii) appropriate "compensatory damages" within the meaning of 42 U.S.C. § 1981a or as otherwise allowed by law; (iii) punitive damages in an appropriate amount as determined by the jury; (iv) that the defendant be permanently enjoined from continuing these unlawful practices; (v) reasonable costs and attorney's fees; and (vi) any and all other relief to which he may be entitled in law or in equity.

COUNT TWO
(FMLA Interference)

20) Plaintiff incorporates by reference each and every allegation contained in paragraphs one through eighteen as if fully rewritten herein and further states:

21) Count Two of this Complaint is brought pursuant to 29 U.S.C. § 2611 et seq.

22) Houston was employed by AFS and/or its predecessor in interest for longer than 12 months prior to the leave of absence at issue and worked at least 1,250 hours of service for AFS during the 12 months preceding his request for a medical leave of absence. As such, Houston was an "eligible employee" pursuant to 29 U.S.C. § 2611(2).

23) Defendant, AFS, employed 50 or more employees at the location where plaintiff was employed or in combination with other locations within a 75-mile radius of plaintiff's work site for each working day during each of 20 or more calendar work weeks in the previous calendar year and was a covered "employer" pursuant to 29 U.S.C. § 2611(4).

24) Houston injured himself as set forth above and underwent surgery in November 2004. He notified his supervisor at Fleet Services of his injury and medical restrictions on or about September 7, 2004, and was placed on short term medical disability. Houston kept defendant apprised regarding his medical condition during his leave of absence.

25) Houston was not given notice in writing before the leave began that his paid time off leave and short term disability leave would be counted towards his maximum 12 weeks of leave allowed under the FMLA. Houston never received any notice that his short-term medical disability was or was not designated as FMLA-qualifying leave for his own serious health condition.

26) When Houston attempted to return to work with physical restrictions on or about March 7, 2005, he was informed that he would not be returned to his

prior job as an aircraft mechanic, with or without accommodations. Houston requested that he be permitted to qualify for a transfer to another job classification which would accommodate his restrictions, and was informed of the qualifications for that position.

27) Fleet Services denied Houston any opportunity to return to his employment, and terminated his employment without any effort to accommodate his medical restrictions. Houston was informed that he would have to be able to return to his prior position before he could be considered for any equivalent positions which might accommodate his medical restrictions.

28) These actions of the defendant constitute an interference with Houston's rights under the FMLA and his termination of employment is unlawful.

29) Fleet Services retaliated against Houston following his efforts for redress of its discrimination against him by interference with his right to qualify for and receive benefits earned and due him.

WHEREFORE, the plaintiff prays that Army Fleet Services, upon a trial by jury, be adjudicated to have violated the FMLA; that he be awarded: (i) appropriate damages to compensate him for any and all back pay and other benefits, including but not limited to reinstatement, promotions, transfers, and any other appropriate relief that the plaintiff has lost as a result of defendant's violation of the FMLA; (ii) appropriate "compensatory damages" within the meaning of 42 U.S.C. § 1981a or as otherwise allowed by law; (iii) liquidated damages in an appropriate amount as equal to the compensatory damages

determined by the jury; (iv) that he be awarded compensatory and exemplary damages due him for the retaliation against him for asserting his legal rights; that the defendant be permanently enjoined from continuing these unlawful practices; (v) reasonable costs and attorney's fees; and (vi) any and all other relief to which he may be entitled in law or in equity.

THE PLAINTIFF REQUESTS A TRIAL BY JURY.

/S/ JIMMY JACOBS

JIMMY JACOBS (JAC051)
Attorney for Plaintiff
143 Eastern Boulevard
Montgomery, Alabama 36117
(334) 215-1788

Army Fleet Support LLC - Fort Rucker, Alabama

Job Description - 2005

*Also See General Requirements of All Classifications on page 1***AIRCRAFT SCHEDULER**

SUMMARY: Plans and schedules available aircraft in support of the U. S. Army Aviation School's aircraft requirements by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Reviews aircraft requirements and availability, production, and maintenance conditions; and selects assignment of aircraft for flight.
2. Coordinates with flight and Company departments to ensure that specific requirements are known and that aircraft are scheduled in accordance with policies or procedures.
3. Determines priority of need for aircraft, and coordinates with appropriate departments/personnel for assignment of priority for work.
4. Prepares schedules and distributes to flight departments and other agencies according to job assignment.
5. Inputs required data in automated computer systems in accordance with government publications and Company procedures as required by functional assignment.

OTHER DUTIES AND RESPONSIBILITIES:

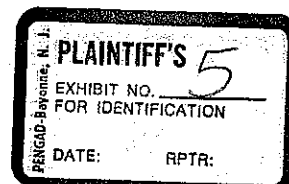
1. Prepares and maintains office files.
2. Performs routine office duties such as answering telephones, sorting mail, receiving visitors, ordering office supplies, etc.
3. Prepares and types records, reports, and correspondence in the performance of functional assignments, assuring correct spelling, format, punctuation, etc.

EDUCATION AND EXPERIENCE:

1. High school diploma or equivalent--General Educational Development (GED) certificate plus two (2) years experience in a lower rated classification in the same line of progression. Specialist technical or other formal training may be substituted in part for the experience requirement.
2. Must demonstrate ability to accurately keyboard at 30 words per minute on a computer.

OTHER REQUIREMENTS:

1. Must have a thorough knowledge of technical publications, policies, or procedures pertaining to aircraft maintenance operations, and must be able to read and interpret them for own use.
2. Must be able to maintain composure and perform duties satisfactorily during short periods of peak activity.
3. Must possess effective verbal and written communication skills.
4. Must demonstrate skills in administrative and clerical duties to include filing, preparing aircraft scheduling memos, performing mathematical calculations pertaining to this classification, and maintaining suspense systems, logs, and other records.



Thomas J. Manski, M.D., P.A.

Board Certified Neurosurgeon

350 Racetrack Road

Fort Walton Beach, FL 32547

Tel: (850) 863-2300

Fax: (850) 863-2369

DEA # BM6436251

NAME

Houston, Samuel P

ADDRESS

DATE 3-10-05

Rx

Patient may return to work
as of MARCH 14, 2005.

No lifting more than 25 pounds.

No climbing, No standing more than
1 1/2 hours, No prolonged sitting more
than 1 1/2 hours, No bending at the
waist to lift, pull, twist, or push
to prevent re-injury to lower back.☐

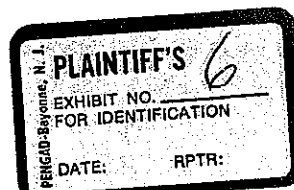
LABEL These restrictions are permanent.

REFILL

TIMES

Manski

M.D.



ARMY FLEET SUPPORT

RETURN TO WORK SLIP

DATE: 03-14-05

TIME: _____

Last Day Worked: 09-02-04
☒ Short-Term Disability
 ☒ FMLA
 ☐ OTJ Injury (use only if no Medical Pass)
 ☐ Other

EMPLOYEE NAME	NUMBER	CLASSIFICATION	LOCATION/SHIFT
<u>Houston Samuel</u>	<u>014332</u>	<u>A/C Mech.</u>	<u>ATTC 2</u>

- ☐ Authorized to return to work with **NO RESTRICTIONS** on _____
☐ Presently working and released from **RESTRICTED/LIGHT DUTY** on _____
☒ Authorized to return to work on 03-14-05 with the following **RESTRICTION/LIGHT DUTY**: See attached

☐ Able to Accommodate Medical Restriction(s)? ☐ Can ☒ Cannot

- Per Field Representative (name/title): Don Dorey - ATTC
- Date: Bill Parsons - Lowe
- Comments: Larry Barkin - Cairns
Bob Chipman - Knox

☐ Prescribed Medications

- Non Narcotics: Valium - Fl
- Narcotics: Valium - Flexcil - Motrin 800mg

****Narcotic Drugs cannot be taken within 6 hours of shift start time nor during shift****

Employee Initials: [Signature]

An employee returning with restrictions or assigned to light duty will not be entitled to work overtime in accordance with Article 11.1 of the Collective Bargaining Agreement, until Personnel receives a statement from the doctor stating the employee may return to normal duties.

Employees on Restricted Duty will be by-passed when scheduling or polling for overtime. If asked, the employee must refuse the overtime. In either case, whether by-passed, or asked and refused, the employee is not charged.

Manager, Personnel Services _____

Benefits / Worker's Comp Representative Penny Westrick 015702

Original: Personnel File
Copies: Finance & Accounting
Department Head
Employee

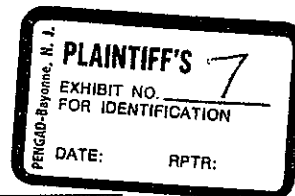
Form 01-288
Rev. 1/30/04

Field Notified

Date: _____

Method: ☐ Email ☐ Fax ☐ Phone

POC: _____



FORT RUCKER DIVISION
PERSONNEL STATUS CHANGE REQUEST
03/15/05 10:07

REDACTED

NAME: HOUSTON SAMUEL P EMPLOYEE NUMBER: 014332

EFFECTIVE DATE: 03/14/05 LOCATION: INACTIVE DEPT-DONNE HIREDATE: 02/25/02
THRU:

DEPARTMENT: 40-INACTIVE EMPLOYEES-EXTENDED ILLNESS DIRECT
CLASSIFICATION: 01A-AIRCRAFT MECHANIC

RECLASSIFICATION:

FROM -
TO -

TRANSFER:

FROM -
TO -

VAC PREV APPROVED: REST. DUTY:
PREV SHIFT START :

SHIFT CHANGE: FROM TO
PROBATIONARY EMPLOYEE: (REFERENCE CBA OVERTIME PROVISIONS)

OT PROJECT TRANSFER - HOURS TRANSFERRED: 0.0 FROM: TO:

CURRENT HOME PHONE:

HOURS = 0.0

TERMINATION: S LAST DAY WORKED:

REASON FOR CHANGE: 9 INVOLUNTARY TERMINATION

APPROVED:
SUPERVISOR

APPROVED: *R. Leonard* 1847
DEPARTMENT HEAD

***** CLEARANCE RECORD *****

THIS SECTION MUST BE COMPLETED PRIOR TO TERMINATION OR TRANSFER OF AN
EMPLOYEE FROM ONE DEPT. OR AREA TO ANOTHER. TRANSFERRING EMPLOYEE MUST
PRESENT A COPY OF THIS FORM TO GAINING ACTIVITY

1. DEPARTMENT
SUPPLY *DB*
TOOL CRIB *DB*
INSPECTOR STAMP
KEYS/EQUIPMENT
PUBLICATIONS
FLIGHT CLOTHING

2. PERSONNEL: *DB*
ID BADGE *DB*
OPERATOR PERMITS *DB*
AUTHORIZATIONS *DB*
SECURITY/TAP
JOB ASSIGNMENT
MIS FEEDBACK

3. CHARGES:

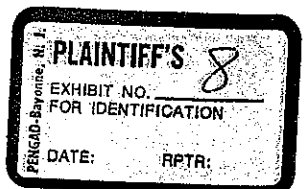
REMARKS:

DATE: 3/15/05

EMPLOYEE SIGNATURE: *[Signature]*

DISTRIBUTION:

FILE
EMPLOYEE
G ACTIVITY
TERMINATION ONLY



01
APR 15 2005

03/15/05 10:04

NAME: SAMUEL P HOUSTON
BADGE NUMBER: 014332

SUPERVISOR: REDDICK

RD

REDACTED

SKILL: 01A AIRCRAFT MECHANIC

DEPARTMENT: 40 INACTIVE EMPLOYEES--EXTENDED ILLNESS DIRECT
LOCATION: 02 INACTIVE DEPT--DONNEL SHIFT: 2
PAYROLL DATE: 03/14/05 EFFECTIVE DATE: 03/14/05

REASON FOR ACTION: 9 ADMINISTRATIVE TERMINATION EFF 03/14/05
LMB

TERMINATION CODE: S

BASE RATE: 19.26000 + BONUS: 0.00 = HRLY RATE: 19.26000 ANN SAL:

FED TAX CODE: 101 = M01

EXTRA FED TAX: 0.00

STATE TAX CODE: 102 = M02

EXTRA STATE TAX: 0.00

COMPANY HIRE DATE: 12/01/03

SENIORITY DATE: 02/25/02

ACCUMULATED HRS TO AUTO INC: 1120.0

ABSENT HOURS: 977.5

AUTOMATIC INCREASE DATE:

RECLASSIFICATION DATE: 02/25/02

RESERVE/GUARD:

UNIT CODE:

MILITARY RANK: E

VETERAN: H

MILITARY ERA: VETERAN OTHER:

GOVERNMENT SERVICE:

TEMPORARY EMPLOYEE:

BIRTH DATE:

SEX: A1

BLOOD TYPE: O+

HANDICAPPED:

MARITAL STATUS: M

LEADER:

AIRFRAME:

EFFECTIVE DATE:

POWER PLANT:

EFFECTIVE DATE:

FLIGHT MECH:

CREW CHIEF:

FCC LIC:

CREW MEMBER:

TAXI RUNUP:

AACFC UNION AMT: 0.00

ACCT NO:

MISCELLANEOUS DED AMT: 0.00

PLEDGE AMT: 0.00

IAMAW CREDIT UNION AMT: 0.00

ACCT NO:

BENEVOLENCE AMT: 0.50

ELIGIBILITY DATE:

IAMAW MEMBER: A

PENSION ELIGIBILITY DATE:

LTD INS: LTDI AFTER TAX IND:

ELIGIBILITY DATE:

EMPLOYEE STOCK PURCHASE PLAN DED AMT:

.00

RETIREMENT FUND--MUTUAL FUND PERCENT: 0 %

RETIREMENT FUND--AFSLIC STK PERCENT: 0 %

OPT DEP INS: A VISION PLN: 2

DEP HEALTH INS:

BASIC DEP INS:

DEP DENTAL INS: 9

BOND DED AMT 1: 0.00 2: 0.00 3: 0.00 4: 0.00 5: 0.00

UNITED WAY DED AMT: 0.00 PLEDGE AMT: 0.00

MGT CLUB:

BAS EMP LIFE: OPT LIFE INS: A OPT AD/D INS:

MNPL DEDUCT AMT: 0.00 DPAC DEDUCT AMT: 0.00

PERSONAL ACCIDENT INSURANCE STATUS: G BENEFIT AMT: 300,000.00

DEP CARE FLX: 0 HTH CARE FLX: 0 CREDIT HC: 0% DC: 0%

HOME PHONE: WORK PHONE: (000) 000-0000

HOME ADDRESS

CHECK ADDRESS

CRESTVIEW

FL

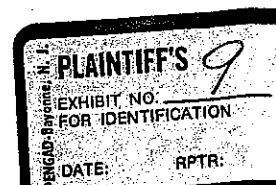
CRESTVIEW

FL

APPROVED: _____ ED BROWN

_____ DARLENE SANDERS

COMPANY CONFIDENTIAL
ARMY FLEET SUPPORT LLC 01-212



03/15/05 10:04

NAME: SAMUEL P HOUSTON
BADGE NUMBER: 014332

SUPERVISOR: REDDICK RD

SKILL: 01A AIRCRAFT MECHANIC

DEPARTMENT: 40 INACTIVE EMPLOYEES-EXTENDEDNESS DIRECT
LOCATION: 02 INACTIVE DEPT-DONNEL SHIFT: 2
PAYROLL DATE: 03/14/05 EFFECTIVE DATE: 03/14/05REASON FOR ACTION: ADMINISTRATIVE TERMINATION EFF 03/14/05
LMBOPT DEP INS: D VISION PLN: 0 DEP HEALTH INS:
BASIC DEP INS: DEP DENTAL INS: D
BAS EMP LIFE: OPT LIFE INS: D OPT AD/D INS:
BENEVOLENCE AMT: 0.00 ELIGIBILITY DATE:
PERSONAL ACCIDENT INSURANCE STATUS: D BENEFIT AMT: 0.00
IAMAW MEMBER: D

APPROVED: _____ ED BROWN _____ DARLENE SANDERS

COMPANY CONFIDENTIAL
ARMY FLEET SUPPORT LLC 01-212